

## **DIVISION I - GENERAL REQUIREMENTS**

### **SECTION 01005 - GENERAL CONDITIONS**

1. Any reference to brand names in the Specifications/Drawings is for the convenience of the Contractor. The brand name products have the acceptable performance characteristics required for this project and are intended to establish minimum performance standards, not to limit competition. (See the clause MATERIAL AND WORKMANSHIP (FAR 52.236-5) in Section H of the contract Schedule.)
2. Any reference in the Specifications to approval by the Architect, the Engineer, the Owner, and/or any official other than the Contracting Officer shall be read to mean approval by the Contracting Officer when any of the following conditions apply:
  - C The issue affects the contract price (increase or decrease).
  - C The issue increases or decreases the contract period of performance.
  - C The issue involves a change within the contract scope of work.
3. Any reference in the Specifications to approval by the Architect, the Engineer, the Owner, and/or any official other than the Contracting Officer shall be read to mean the Project Officer when the conditions cited in paragraph 2 above are not applicable, and when the issue involves the technical requirements of the contract.
4. The word "will" when used in the Specifications in reference to the responsibilities of the Contractor, has the legal force and effect of the word "shall" and shall be read to mean that the responsibility is an enforceable contract requirement.
5. All references to subcontractor responsibilities/warranties/reports/notifications shall be read to mean the prime contractor. Privity of contract is between the Government and the prime contractor only.

END